

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 Of 37		
2. Contract (Proc. Inst. Ident) No. DAAE07-03-D-S008		3. Effective Date		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM AMSTA-LC-CHBA PATRICIA CLEMONS (586)574-6201 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: CLEMONSP@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342 SCD C PAS NONE ADP PT HQ0338				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) RADIAN INC. HUNTWOOD PLAZA, SUITE 725 5845 RICHMOND HWY ALEXANDRIA, VA 22303-1865 TYPE BUSINESS: Large Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
			9. Discount For Prompt Payment				
Code 2R341 Facility Code			10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12		
11. Ship To/Mark For SEE SCHEDULE			12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264				
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
Contract Expiration Date: 2007DEC20			15G. Total Amount Of Contract \$0.00				
16. Table Of Contents							
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X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	7		J	List of Attachments	
X	D	Packaging and Marking	17	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	18		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	19		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	21		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	22				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer ALFRED C. SALETTA SALETTAA@TACOM.ARMY.MIL (586)574-7299			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ (Signature of Contracting Officer)			
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632			
				Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)			

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SECTION A - SUPPLEMENTAL INFORMATION

- The following amendments have been incorporated into this contract:

0001, 0002, 0004, 0005, and 0006 (0003 was not issued).
- This contract award is under the full and open competition portion of the PEO CS&CSS Omnibus II solicitation. The Radian Subcontracting Plan dated 7 November 2002 was approved and is incorporated into this contract.
- Section K of Request for Proposal DAAE07-01-R-S211 is hereby incorporated by reference into this contract.

*** END OF NARRATIVE A 002 ***		
<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING (TACOM)	MAR/2001

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

EXECUTIVE SUMMARY

(a) Background and Description of Acquisition:

This procurement is to provide the PEO CS&CSS organization and its assigned Project, Product and Program Managers the support required for the successful execution of their systems acquisition mission. This support will augment existing resources with experience and capability that either is not available or exceeds in-house capabilities. The products and services include:

- Meetings and Minutes
- Document Preparation
- Support to Reviews and Decision Milestones
- Horizontal Technology Integration (HTI)
- Product Assurance and Test
- Quality Assurance Support
- Reliability, Availability, Maintainability (RAM) Program Support
- Materiel Release Support
- Cost analysis and Budget Support
- Production Planning and analysis
- Logistics Management

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- (12) Intergrated Business Environment (IBE)/Integrated Data Environment (IDE)
- (13) Survivability
- (14) Standardization
- (15) Specification and Standard Review
- (16) Configuration Management
- (17) Modeling and Simulation
- (18) Nuclear, Biological and Chemical (NBC) Analysis
- (19) Environmental Program Management
- (20) Digitization
- (21) Acquisition Streamlining
- (22) Information Management
- (23) Office automation/Network Support
- (24) Security
- (25) Value engineering/Operating and support Cost Reduction
- (26) Administrative support
- (27) Training
- (28) Engineering and Design Analysis

The solicitation is structured to award up to Four IDIQ contracts on the basis of "Best Value" to the government in accordance with Federal Acquisition Regulation (FAR) Part 15 procedures.

Up to two contracts are planned to be awarded under a competitive small business set-aside basis, and up to two contracts awarded on an unrestricted basis. Under no circumstances will a prime contractor receive more than one contract. Each contract will be for a period of five (5) years.

The resulting task orders may either be firm-fixed price or cost plus fixed fee (both level of effort and completion). Also, the task orders may be Long-Term (Basic + Options) and/or Surge Task Orders (1-2 years) support. The task order awards will be made in accordance with FAR Part 16.505.

(b) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions that require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.

NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in Block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:

(c) Other Key Features or Requirements of This Solicitation:

(1) Required Notification to Subcontractors:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the SF33.

(2) Acknowledgment of Amendments:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(4) Question/Problem Resolution:

Questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33.

(d) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this

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executive summary and the solicitation, please contact the buyer identified in Block 10 of the SF33.

(End)

*** END OF NARRATIVE A 001 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 Type of Contract:

This is a five (5) year indefinite delivery indefinite quantity type contract with a minimum guarantee of \$50,000.00 each. The total dollar value of the PEO-CS&CSS Omnibus II program is \$75,000,000.00. The awardee is guaranteed the minimum dollar value within the five (5) program years.

B-2 Task Order Issuance:

Orders may be issued by paper, by facsimile or by electronic commerce methods.

B-3 Travel:

The maximum travel reimbursement is limited to the rates established by the Joint Travel Regulations in effect at the time of travel with only G & A that can be added as an add-on.

B-4 Task Order Proposal Requirements:

The Government may issue task orders for labor unilaterally at the proposed prices/costs submitted with Request for Proposal DAAE07-01-R-S211, as stated in that RFP, task orders 1 through 5. However, we will request proposals for additional task order requirements per the procedure in clause H.1.4.

The requirements for each request for proposal may contain the following:

- I. Labor
 - a. Cost (Level of Effort, Term)
 - b. Cost (Completion)
 - c. Firm Fixed Price (Level of Effort, Term)
 - d. Firm Fixed Price (Completion)

II. Other Direct Costs (Material)

III.Travel

- a. Number of trips
- b. Number of people
- c. Destination
- d. Number of days travel for each person
- e. Air Fare
- f. Per diem estimate/rental car, misc.
- g. G & A if applicable

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	<u>Supplies or Services and Prices/Costs</u> NOUN: LEVEL OF EFFORT MANHOURS SECURITY CLASS: Unclassified <u>COST PLUS FIXED FEE CLIN</u> PROGRAM YEAR: 1 Level of Effort Manhours or Completion Scope (End of narrative B001)				
1002	<u>Supplies or Services and Prices/Costs</u> NOUN: LEVEL OF EFFORT MANHOURS SECURITY CLASS: Unclassified <u>FIRM FIXED PRICE (TERM) CLIN</u> PROGRAM YEAR: 1 Level of Effort Manhours or Completion Scope (End of narrative B001)				
1003	<u>Supplies or Services and Prices/Costs</u> NOUN: OTHER DIRECT COSTS (MATERIAL) SECURITY CLASS: Unclassified <u>COST TYPE CLIN NO FEE</u> PROGRAM YEAR: 1				
1004	<u>Supplies or Services and Prices/Costs</u> NOUN: TRAVEL SECURITY CLASS: Unclassified <u>COST TYPE CLIN NO FEE</u> PROGRAM YEAR: 1				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

C.1.1 The purpose of this effort is to provide the Program Executive Office for Combat Support & Combat Service Systems (PEO-CS&CSS) organization and its assigned Project, Product and Program Managers the support required for the successful execution of their system acquisition mission. This support will augment existing resources with experience and capability that either is not available or exceeds in-house capabilities.

C.1.1.1 The PEO management system is a process that continually evolves. This Statement of Work (SOW) is intended to apply to PEO-CS&CSS and any successor organizations(s), as well as any new program/project/product offices, which are assigned to PEO-CS&CSS or any successor. It also applies to program/project offices transferred from PEO-CS&CSS to other management organizations.

C.1.2 The objective of this contract is to provide information and products necessary for timely and cost effective management of PEO-CS&CSS weapon systems and componentry of all Acquisition Milestones and Phases and throughout the life cycle of the program to include fielding, deployment and disposal.

C.1.3 Services to be provided include support for the following disciplines: program/project management, product assurance and test, and technical, engineering, and logistics support.

C.2 GENERAL

C.2.1 All work under this contract shall be performed only to the extent authorized by discrete task orders , which have been approved by the Contracting Officer.

C.2.2 In accomplishing the effort under this contract, the Contractor agrees not to duplicate or otherwise provide efforts, present or future, required to be performed under any current or past Government contracts with the Contractor.

C.2.3 The Contractor, as an independent Contractor, and not as an agent of the Government, shall provide all necessary labor, materials, supplies, services, facilities, and equipment to perform the specific work and services required by individual task orders. .

C.2.4 The Contractor shall have access to Government data for the accomplishment of work under this contract. The effort required to perform the tasks awarded under this contract will in no case constitute personal services.

C.2.5 The Contractor shall manage and control the resources necessary to ensure timely achievement of all requirements of this contract in the most economical manner possible. Frequent liaison and coordination shall be required with the PEO and its Project/Product/Program Managers located in Warren, MI, Ft. Belvoir, VA and Hunstville, AL. The Contractor shall maintain a local office close to the Warren location..

C.2.6 The Contractor shall employ a management system that emphasizes the DoD Management Philosophy of continuous process improvement in providing the information and products thereunder.

C.2.7 The Contractor shall provide input, as requested by the Government, to create scopes of work , schedule, hours, and cost projections, where appropriate.

C.3 SCOPE OF WORK

C.3.1 MEETINGS AND MINUTES

C.3.1.1. Start of Work Meeting. The Contractor shall support a start of work meeting within 30 days after contract (DAC).

C.3.1.2 Other Meetings. The Contractor shall attend, participate in, and/or conduct meetings when requested by the Government in accordance with a task order. Meetings may include ASA (ALT) Briefings, General Staff Meetings/Briefings and PEO/PM subject specific meetings as directed by individual task order. The Contractor shall prepare an agenda and submit via email as specified in an individual task order.

C.3.1.3 Access to Data. On request by the Contracting Officer or designated representative, the Contractor agrees to provide access to records and data generated per individual task order. The Government shall have access and retention rights to all data (e.g. hard copy and computer files generated under the applicable task order, and all underlying data and files) as well as reports, assessments, software programs, technical reports and analyses.

C.3.2 DOCUMENT PREPARATION

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C.3.2.1 Documentation Preparation. The contractor shall prepare all documentation electronically in accordance with the individual task order.

C.3.2.2 Report Preparation. Technical information will normally be supplied in report form. The Contractor, when requested, shall provide technical information, analyses, and recommendations in the form of briefings, to include preparation of chart data. This data may include interdisciplinary assessment of issues, problems, schedules and alternatives. Subject matter may pertain to all areas within this SOW, including program management, acquisition and production planning, test planning, configuration management, safety and integrated logistics support. Special data shall be required from time to time for presentation to the individual PMs, PEO, Tank-automotive and Armaments Command (TACOM) Command Group, Army Materiel Command (AMC), Department of Army, or Department of Defense (DoD) in connection with milestone and special reviews. All briefing charts shall be prepared as specified in the task order .

C.3.2.3 Monthly Reports. The Contractor shall submit monthly reports in Contractor format as required by the individual task order . These reports shall include individual task order status, action items and responsible parties, outstanding issues or problems, and funds expended and remaining. The reports will be the base briefing tool utilized at the In-Process Reviews (IPRs). Reports shall be prepared and submitted in the quantities and per schedule established on each task order .

C.3.2.4 Other Reports, Documentation and Analyses. Other reports, documentation and analyses shall be prepared and delivered in accordance with the task order . Develop tools, methodologies, statistical analysis techniques, system process models, scheduling systems, and the provision of other specialized functional support to assist in mission accomplishment.

C.3.2.4.1 The Contractor shall use computer software which is compatible with the hardware/software utilized by specified SA organizations.

C.3.2.4.2 The contractor shall provide research and analysis (R&A) and Monthly Acquisition Program Review (MAPR) support, audit support and metric support.

C.3.2.4.3 The Contractor shall monitor contract status and execution as requested for SA assigned systems.

C.3.2.4.4. The contractor shall maintain contract records when required.

C.3.3 SUPPORT TO REVIEWS, DECISION MILESTONES, AND OTHER PROGRAM MANAGEMENT EVENTS

C.3.3.1 The Contractor shall support Program Reviews throughout the material acquisition process to include preparation of graphic materials and development of program management documentation.

C.3.3.2 The contractor shall participate in work groups convened in conjunction with decision reviews and shall prepare milestone review packages, to include preparation of agendas, data books and briefings, to support scheduled reviews including type classification actions and post milestone review get-well plans.

C.3.3.3 The Contractor shall develop a database accessible to the government containing milestone events, dates, and action office identification. The format will be specified per task order but most likely it will be Microsoft Office or compatible.

C.3.3.4. The contractor shall prepare, conduct and analyze market surveys in accordance with DOD regulations and policy.

C.3.3.5 The contractor shall support and participate in source selection evaluations as required in accordance with applicable regulations regarding Conflicts of Interest and Non-Disclosure of Proprietary data, and subject to notification to all offerors in the solicitation and approval per AFARS.

C.3.4 HORIZONTAL TECHNOLOGY INTEGRATION (HTI)

C.3.4.1 The purpose of the HTI Program is modernization of the battlefield through integration of common technology across weapon platforms. When instructed by specific task order , the Contractor shall assist the Government in the evaluation of potential improvements with respect to system functionality and affordability. Potential improvements may involve survivability, mobility, lethality, sustainability, performance, operating and support cost reduction, and value engineering. Support will include Modernization Through Spares (MTS) and O & S Cost Reductions (OSCR), tradeoff analysis, cost benefit analysis or life cycle cost projections.

C.3.4.2 Emerging Technologies.

C.3.4.2.1 The Contractor, when specifically tasked by a discreet task order , shall closely monitor and assess relevant state of the art technological innovations (e.g., emerging technologies) for potential HTI program impacts and/or application. The Contractor shall inform the Government of any identified technological opportunities, to include recommendations for further analysis and suggested applications. This effort will include identification and analysis of any possible shared technology opportunities.

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C.3.4.2.2 The Contractor shall assess, evaluate and make recommendations on technology development opportunities for current and future ground systems. The Contractor shall be required to provide technical support in the areas of policy and guidance, and for implementing programs, documents and reports relating to technology development and applications.

C.3.4.2.3 The Contractor shall evaluate the producibility of the proposed HTI technologies and identify and evaluate producibility issues to assess their impact on economic feasibility of production.

C.3.4.3 Trade-Off Analyses

C.3.4.3.1 When required by task order , the Contractor shall perform Trade-Off analyses. The analysis may be for any system or effort within SA requiring this type of analysis.

C.3.5 PRODUCT ASSURANCE AND TEST SUPPORT

C.3.5.1 Test Plan

C.3.5.1.1 The Contractor shall prepare, coordinate inputs, submit project/program Test and Evaluation Master Plans (TEMPS) and related documents for Government review. The Contractor shall make all required revisions and maintain updated documents as stated in the task order.

C.3.5.1.2 The Contractor shall attend and participate in Test Integration Work Group (TIWG) and Test Coordination Meetings.

C.3.5.2 Test Support

C.3.5.2.1 The Contractor shall provide technical and administrative support at government/contractor test sites. Support provided to the COR and Functional Technical Representatives (FTRs) will include daily monitoring of GFE office equipment, on-going testing, coordination activities, attend test meetings, coordinate visits/briefings, and provide daily test incidents/report summaries as required by the task order .

C.3.5.2.2 The Contractor shall collect all Test Incident Reports (TIRs) prepared by Government and Contractor test agencies, schedule, attend and participate in TIR Review and Close-out Meetings, and monitor progress and report status of failure through analysis close-out as required by task order .

C.3.5.2.3 Maintain surveillance of test activities through on-site representation at test sites. Surveillance may include monitoring test progress, test and test support equipment condition, availability of repair parts and equipment repair status, and other similar test related activities. Attendance at meetings or briefings and/or surveillance reports shall be submitted as required by the task order .

C.3.5.2.4 System Support Package. When requested, the Contractor shall prepare and provide a System Support Package (SSP) Components List(s) (SSPCL). The list shall include all required components for test support. The SSPCL shall identify existing Government tools and test equipment to the maximum extent possible. The SSP shall consist of all items on the SSPCL. The SSP requirements include repair parts, technical manuals, BII common and special tools and test equipment. When required, the Contractor shall assemble, furnish, and ship (to include packing, packaging, and transportation) the SSP to the appropriate test site, within the time required. The Contractor shall track the consumption and maintain control of the SSP.

C.3.5.3 Quality Assurance Support

C.3.5.3.1 The Contractor shall provide quality assurance and quality engineering support as required by task order . Tasking may include development of quality requirements, review and analysis of armor weld procedures, development of fastener requirements, compliance analysis, monitoring tests, review of Contractor quality assurance systems and participation in quality audits when requested.

C.3.6 RELIABILITY, AVAILABILITY, MAINTAINABILITY (RAM) PROGRAM SUPPORT

C.3.6.1 The Contractor shall support the RAM Program Management as specified by task order . Tasks may include analysis of data, review and critique of program plans, conference/meeting participation, audit of Contractor field failure analysis and corrective action program, and research/fact finding/alternative solutions for performance or reliability issues.

C.3.7 MATERIAL RELEASE SUPPORT.

C.3.7.1 The Contractor shall prepare and/or support the preparation of release packages in accordance with Army regulations, coordinate timely receipt of documentation, and present status briefings as required by task order .

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C.3.8 COST ANALYSIS AND BUDGET SUPPORT

C.3.8.1 The Contractor shall provide cost analysis and budget support. Effort includes coordination and consolidation of data, documentation of cost estimates, and preparation of necessary reports. Documents shall be prepared in accordance with governing cost regulations/guidance.

C.3.8.2 The Contractor shall provide support for budget exercises and miscellaneous cost reports (Program Office Estimate (POE), Selected Acquisition Report (SAR), Defense Acquisition Executive Summary (DAES), Unit Cost Report (UCR), Analysis of Alternatives (AOA), Cost Analysis Requirements Document (CARD), review of Contractor cost/schedule performance, alternative strategy comparative cost analyses, product improvement reports, etc.).

C.3.8.3 The Contractor shall assist in developing POM and other budget documents.

C.3.8.4 The Contractor shall assist in the development of budget documentation to include P and R Forms and OMA budget submissions.

C.3.8.5 The Contractor may be called upon to assist in the preparation of SmartCharts and other support documentation as required by higher headquarters.

C.3.8.6 The Contract may be called upon to assist in the preparation of unfunded requirements (UFRs) and as such will be allowed access to appropriate Government databases.

C.3.9 PRODUCTION PLANNING AND ANALYSES

C.3.9.1 The Contractor shall provide production planning and analysis support as required by task order . Tasking may include development of alternative and multi-facility production schedules, review of Contractor progress/reporting against the producibility effort, review of Contractor production rates, reporting and tracking of Defective Government Furnished Material (DGFM), and monitoring production baseline delivery schedules and industrial base/mobilization studies.

C.3.10 LOGISTICS MANAGEMENT

C.3.10.1 Integrated Support Plan (ISP)

C.3.10.1.1 The Contractor shall prepare/update an ISP for defined system configuration as required by task order . Tasking may include description of the overall Integrated Logistics Support (ILS) program including all ILS program requirements, tasks, and milestones for the current acquisition phase.

C.3.10.1.2 Logistics Documentation. The Contractor shall prepare other logistics acquisition documents as specified in DoD 5000 Series regulations, following the applicable Army regulations/pamphlets as required by task order.

C.3.10.1.3 ILS Management Support. The Contractor shall provide other ILS management support as required by task order. Tasking may include participation at engineering design reviews; participation in diagnostics strategy meetings; development of ILS Assessments for the 17 elements of ILS and participation at ILSMT meeting in support of the system being acquired.

C.3.10.2 Integrated Logistics Support/MANPRINT Program

C.3.10.2.1 The Contractor shall monitor ILS/MANPRINT functions such as those listed below. Specified tasks performed by the system Contractors shall be assessed/evaluated. The contractor shall monitor, recommend, and integrate ILS/MANPRINT documents. PEO program goals include:

- a. Minimize external test measurement and diagnostic equipment (TMDE).
- b. Maximize Built-In Test and Test Equipment (BIT/BITE).
- c. Maximize forward replacement of components.
- d. Consideration of Operation and Support Costs (O&S), cost savings, and ease of maintenance as critical elements in the design phase.
- e. System designs which emphasize commonality, modularity, and interchangeability of major components to simplify maintenance, logistics, and training burdens.
- f. Identify system, manpower, personnel, training and soldier survivability requirements.
- g. Support hands-on demos such as log demos or participate in technical manually validation/verification.

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h. Support and/or coordinate User Jury Reviews for design influence.

i. Support or provide computer simulations to accomplish ILS/MANPRINT goals.

C.3.10.2.2 The Contractor shall support the system managers through the development and sustainment of Logistics Projection Work Sheets for PEO systems.

C.3.10.2.3 In support to the system managers, the contractor will prepare item documentation to include Basis of Issue Plans (BOIP) feeder data, Materiel Release Order (MRO) Documentation and System Interchange Documentation.

C.3.10.2.4 The Contractor shall examine other support alternatives. Alternatives shall be fully documented and must show improvement in terms of operational availability or life cycle costs over the current design or system.

C.3.10.2.5 The Contractor shall be responsible for identifying and requesting Government Furnished Equipment (GFE) needed for contract performance. The contractor shall be responsible for determining the adequacy of GFE and shall notify the Government of any deficiencies. The Contractor shall report logistic support problems or risks associated with GFE.

C.3.10.2.6 The contractor shall identify the need for facilities to support the equipment being procured. When the analysis indicates a need for facilities, either new or increased, the contractor shall apprise the Government.

C.3.10.2.7 The Contractor shall analyze, design, develop, verify, integrate, and test specified systems capable of meeting transportability requirements. The contractor shall conduct transportability analyses to ensure that the specified system is transportable by highway, rail, marine, and air modes. The specified system shall meet lifting and tie down requirements.

C.3.10.2.8 The Contractor may be called upon to provide hardware fielding and training support worldwide (e.g. generator sets and associated equipment). This may include preparation and updating of technical manuals.

C.3.10.2.9 The contractor may be called upon to assist the individual PMs in FMS Case Management.

C.3.11 INTEGRATED BUSINESS ENVIRONMENT (IBE) / INTEGRATED DATA ENVIRONMENT (IDE)

C.3.11.1 The purpose of IBE is to link the Warfighter, TACOM internal business processes, our government, and industry partners in a boundary-free, real-time seamless environment known as a Virtual Enterprise. This Virtual Enterprise allows for the dynamic real-time flow of information between PEO/Program Management Offices (PMOs), contractors, and principal organizations with which they do business. The desired end-state is to operate exclusively using digital products and processes, and share and reuse data with each other to create the ultimate IBE. When instructed by specific task order, the Contractor shall provide support to accomplish goals set forth for development and implementation of an IBE within the PEO-CS&CSS and its interfacing associates (PEOs, PMs, MSCs, other commands, services and industry). The IDE represents the end state of an IBE which focuses on data accessibility, manipulation, and management.

C 3.11.2 The Contractor shall provide application, programming support, data administration and maintenance for utilization of digital data and information in support of DoD and commercial policies and plans. The contractor shall also develop, integrate and upgrade system in accordance with local CIO/DOIM policies. The CIO is the top level approver for all IT architecture TACOM-wide, and shall be identified in the contract as having Technical Design approval authority over the configuration of a new/upgraded system. This is to ensure the system is designed to fit into the TACOM Enterprise Architecture Strategy. All planning and implementation for any implementation into this architecture shall be coordinated through the CIO and they shall be a participant in all planning/implementing meetings such as IPTs, Working Groups, etc. The contractor shall host Design Review Meetings with the CIO at designated points in the System Life Cycle. Design Review Meeting dates will be determined after award of contract. Planning/implementation focus will be enterprise-wide, to include TACOM, CECOM and AMCOM PMO's, other key systems/logistical agencies and Contractors.

C.3.11.3 Contractor shall support the development, coordination, and implementation of IBE /IDE and related standards, specifications, implementation and migration plans to include:

a. Support for business process reengineering activities.

b. Support for electronic commerce.

c. Support for UNIX servers (DEC and Hewlett Packard) utilizing Oracle database, to include as a minimum; indexing, maintenance and system management and administrator functions.

d. Functional and technical support for all legacy, current, and new software applications/initiatives. To include the following as a minimum:

1. AKO - Army Knowledge On-line

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- 2.Windchill
- 3.Lotus Notes
- 4.ACMS - Automated Configuration Management System
- 5.Milestone Tracking System (MDA)
- 6.Business Management System (BMS)
- 7.Electronic Document Library
- 8.Production Database System
- 9.Web based initiative - web pages
- 10.Sharepoint
- 11.E-cabinet
- 12.AcqPro - Acquisition Professional
- 13.Standard Procurement System (SPS)
- 14.MEARS - Multi user ECP Automated Review System
- 15.WLMP - Wholesale Logistic Modernization Program

- e. Functional and Technical support for integrated database Development and implementation.
- f. Functional and Technical support for PEO-CS&CSS (IBE /IDE) related work groups.
- g. Participation in government and privately sponsored meetings/events concerning IDE related issues that may or may not include travel.

C.3.11.4 To ensure that contract deliverables are TACOM and PEO IBE compliant, deliverables will be in electronic or digital form, as computer data files, to be provided in a mutually agreeable means, format, and media. The Government retains the option to receive any or all contract deliverables in hardcopy format (printed pages) as specified by individual task order.

C.3.11.5 The Contractor will be permitted remote or local access to the TACOM-Wide Local Area Network (TWLAN) System as requested in the task order. The Contractor will be able to download files to a LAN file server, or alternatively provide files on mutually agreeable magnetic media, e.g., 1.44 MB floppy disk/CD-ROM/ZIP/JAZ. The Contractor will have access to the Mobile Electric Power (MEP) LAN, Government web based databases (e.g. OSMIS, P&R Form, WARBUCS, LIDB, AIM).

C.3.11.6 The contractor should plan to establish a security system as well as enforce data protection and integrity standards in accordance with DOD-5200.28 and DOD-5220.22-M. Controls to prevent unauthorized access should be established such as control passwords and log-on IDs for authorized personnel. The contractor should incorporate a system application that verifies user authorization at each access attempt. The contractor should identify all system security vulnerabilities and implement a disaster recovery plan.

C.3.11.7 The contract should ensure that all Websites are section 508 compliant.

C.3.11.8 The contractor should conduct appropriate tradeoffs/studies/analyses to support the IDE approach. The status of these studies should be reviewed at appropriate program reviews, and the results documented as part of the detailed design. Examples of such studies include:
Improved alternate data generation and delivery modes; Infrastructure compatibility and recommended upgrades; Digital data delivery vs. access; Analysis of telecommunication alternatives, and Functional integration cost/benefit studies.

C.3.11.9 The contractor's approach should include an IDE architecture that will drive the IDE design and implementation. In addition to maintaining the capacity to retrieve data from legacy systems, the IDE architecture should allow for the interface with program office information systems. These external interfaces must evolve to meet the program's IDE needs.

C.3.11.10 The contractor should develop and implement procedures for establishing and administering user accounts for the IDE. The contractor should provide browser-based access to contractor developed or owned applications.

C.3.11.11 The contractor should develop, maintain, and implement a training program to ensure users are able to operate within the IDE and understand their roles and responsibilities within the IDE processes. The training program should be designed to enable a new user to effectively use the IDE to accomplish their job within 30 days of joining the program. A thorough analysis of the training needs of the target audience and the most cost effective media must be conducted early in order to facilitate an integrated development process. Maximum use of preliminary training documents and training sessions will ensure the finalized training support package meets the needs of the user audience. Electronic training technologies such as video teleconferencing, long distance, and computer-based training should be used to enhance the effectiveness of materials and course content.

C.3.12 SURVIVABILITY

C.3.12.1 The Contractor shall conduct analyses and studies of PEO systems relating to the overall Survivability and Countermeasures inherent to each design and Engineering Change Proposals (ECPs), as requested. The Contractor shall also provide technical support, trade-off and cost studies, test planning support, computer analysis and simulation support, and develop recommended options for Government consideration. These support and analysis tasks shall include the following Survivability and Countermeasure areas:

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1. Unplanned Stimuli Effects Analysis
2. Directed Energy Threat Analysis
3. Ballistic Protection Analysis
4. Compartment Level Vulnerability Analysis
5. Optical, Radar/Millimeter Wave (MMW), Infrared, and Acoustic Signatures
6. Vehicle and Component Ballistic Shock Analysis
7. Nuclear Effects Survivability Analysis
8. Automatic Fire Extinguishing Systems Analysis
9. Computer, Communications and Electronics Analysis

C.3.13 STANDARDIZATION

C.3.13.1 The Contractor shall prepare an overall Standardization Program Plan for selected systems/subsystems when specified by task order. The plan shall emphasize commonality of parts, components, and subcomponents. The plan shall conform to the Army's Implementation Plan (AIP).

C.3.13.2 For each task which involves the creation, review, or change of data, the Contractor shall identify references to MILSPECS/STDs and shall recommend changes to equivalent commercial specifications/standards in accordance with the goals of the AIP, TACOM's corresponding Master Action Plan (MAP), and Blueprint for Change.

C.3.14. SPECIFICATION AND STANDARD REVIEW

C.3.14.1 When directed, the Contractor shall identify references to MILSPECS/STDs and shall recommend changes to equivalent commercial specifications/standards and waiver justification. The contractor shall convert existing military specifications to Performance Specifications and prepare new specifications from user documentation as required in support of PEO assigned systems.

C.3.15 CONFIGURATION MANAGEMENT (CM)

C.3.15.1 The Systems Acquisition organization's CM program shall be defined in a CM Plan prepared by the Contractor, when tasked by a discreet task order. The plan shall be in Contractor format using MIL-STD-973 as guidance. The CM Plan will emphasize commonality in hardware/software, parts subcomponents, components, and documentation. The CM Plan will define procedures for establishing configuration baselines of the program. The plan shall be submitted to the COR for review and approval.

C.3.15.2 The Contractor shall provide recommendations and analyses for all aspects of Configuration Management to include control of configuration for logistics and maintenance for PEO programs. The Contractor shall review the CM efforts of designated Contractors.

C.3.15.3 The Contractor may use Army Regulation AR 70-37 and appropriate TACOM supplements (as specified by task order) for CM guidance and direction to provide configuration control procedures for the program. The CM process shall be carefully tailored to the quality, size, scope, stage of life cycle, nature, and complexity of the Configuration Item (CI) involved, whether the CI is developed at Government expense, or privately developed and offered for Government use, and whether the CI is new or now in development, production, or operational inventory.

C 3.15.4 The contractor shall have the capability to manage/maintain TDPs, digitize drawings in a consistent electronic format, clean-up legacy data, and establish virtual depot databases.

C.3.16 MODELING AND SIMULATION (M&S)

C.3.16.1 The Contractor shall provide recommendations and guidance in the application of M&S capabilities. The Contractor shall support Government efforts to identify and validate Commercial Off the Shelf M&S applications and technologies. The Contractor shall perform detailed engineering analyses, using M&S, of PEO systems and major sub-systems to quantify the system/major sub-system capability to meet both technical and operational requirements.

C.3.16.2 The Contractor shall use PEO system/sub-system development Contractor data, as well as other GFI for analyses. The Contractor shall, through the use of high fidelity models and simulations, quantify the technical and operational benefits and burdens of mobility and survivability enhancements to PEO systems in terms of structural integrity, system level sustainability, and force level effectiveness.

C.3.16.3 M&S applications shall not be limited to stand alone capabilities, but shall provide for interactive simulation (man-in-the-loop) via the Defense Simulation Internet (DSI) network, in support of Advanced Warfighting Experiments (AWEs) and DA Battle Labs.

C.3.16.4 The Contractor shall assess, evaluate and make recommendations on modeling and simulation program policies, guidance, plans and reports. The Contractor shall support government efforts towards defining and implementing policy, guidance and program management documents, which include modeling and simulation related support plans.

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C.3.16.5 Provide programming, modeling and simulation services to facilitate the optimization of fleet investment decisions and documentation in light of Army and DoD warfighting needs.

C.3.17 NUCLEAR, BIOLOGICAL, AND CHEMICAL (NBC) ANALYSIS

C.3.17.1 The Contractor shall assess, evaluate, and make recommendations on the system/platform designs compliance with Nuclear (residual), Biological, and Chemical protection/detection, contamination, survivability, and life support requirements. The Contractor will assist in planning and execution of compliance audits of Contractors and preparation of technical requirements. This effort shall include:

- a. Test planning and test monitoring involving Chemical/Biological (CB) warfare agent simulants and surety materials.
- b. CB test review, documentation, procedures and data analysis.
- c. Assessment of system configuration (design) for crew NBC Protection/Detection, life support and for NBC contamination survivability.
- d. Trade-off determination and analysis of system configurations.
- e. Preparation of program and technical presentations, reports and waiver requests.
- f. Recommendations regarding program coordination and program management.
- g. Assessment of software interface and compliance with configured Contractor system NBC items.

C.3.18 ENVIRONMENTAL PROGRAM MANAGEMENT

C.3.18.1 The Contractor shall provide support as required to assist the PEO in order to accomplish an effective, proactive and compliant Environmental Program. The areas requiring support include documentation which ultimately enables the government to achieve compliance with applicable DoD/Federal/State/Local Environmental, Health and Safety laws, rules, regulations and requirements.

C. 3.18.2 The Contractor will prepare all necessary environmental documentation in support of systems assigned to the PEO for management as required for compliance with Federal Law, Executive Order, DOD and Army regulations and requirements.

C.3.18.3 The Contractor will conduct environmental site surveys as specified by task order in support of PEO programs.

C.3.19 DIGITIZATION

C.3.19.1 The Contractor shall be required to make assessments and recommendations and provide engineering support for implementing Digitization into PEO systems and their associated environment. As a minimum, these assessment and recommendations will include the following functional areas:

- a. System Architectures and Associated Elements.
- b. Communications and Interoperability
- c. Integration of Digitization with HTI Technologies

C.3.20 ACQUISITION STREAMLINING

C.3.20.1 When tasked by specific task order , the Contractor shall make assessments, reviews and recommendations regarding the impacts to PEO programs resulting from current or pending Acquisition Streamlining Laws, resulting regulations, policy, and implementing guidance. These assessments, reviews and recommendations may include proposed changes to PEO organizational structure, management processes/procedures, or related activities. Additionally, the Contractor may also be required to develop methodology, assess and/or document potential savings/cost avoidance associated with Federal Acquisition Streamlining initiatives.

C.3.20.2 Support will include Modernization through Spares and O & S cost reductions, tradeoff analysis, cost benefit analysis or life cycle cost projections.

C.3.21 INFORMATION MANAGEMENT

C.3.21.1 The Contractor shall support the government in the management of software-related policy, guidance, plans and reports for PEO programs. The Contractor shall be required to make assessments, recommendations and provide technical support for implementing software management programs, documents and reports in the following functional areas, which include:

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- a. Software metrics
- b. Software reuse
- c. Software engineering
- d. Domain analysis and management
- e. Information technology

C.3.21.2 Research pertinent programmatic, strategic and technical information databases throughout the U.S. Army and DoD services and develop PM-unique databases in support to existing and planned system acquisition programs, reduction of program life cycle costs, and logistical support management.

C.3.21.3 Assist in data/records management and database architectural designing, development, population, implementation and usage in support to program acquisition management, fleet modernization, and fleet fielding activities.

C.3.21.4 Provide assistance and consultation regarding the use of existing information technology resources and the expansion/upgrade of such resources to effectively accomplish mission requirements.

C.3.21.5 Support ETM/IETM, JEDMICS, Web pages

- a. Support for business process reengineering activities.
- b. Support for UNIX servers (DEC and Hewlett Packard) utilizing Oracle database, to include as a minimum indexing, maintenance and system management and administrator functions.

C.3.22 OFFICE AUTOMATION/NETWORK SUPPORT

C.3.22.1 The Contractor shall provide support in the areas of office automation, network administration, and computer systems administration. Tasks may include: troubleshooting network access problems (including both hardware and software), developing and implementing new or augmented network features and software programs; overseeing/coordinating with DOIM and/or the TACOM-Wide Network (TWNET) contractor with regard to service calls, LAN drops, wiring, etc; perform maintenance on file servers and files to ensure efficient operation of the network and all hardware/software, setting up new computers, modifying existing computers (installing boards, cards, mice, printers, etc.), and installing software; providing expert advice/assistance to the Government users on TWNET or stand-alone software programs, including Novell 4.X, Windows, Microsoft Office, Lotus, WordPerfect, etc., or any programs that are selected for use by the Government, and perform administrative duties related to network/systems management, including attendance at meetings or conferences, and maintaining a database of hardware/software products. Contractor support personnel may be required to be co-located in Government offices. Contractor personnel shall be certified at appropriate level for work on Government systems as required by the latest regulations. Contractors may also be required to provide Web Site support as needed.

C.3.23 SECURITY

C.3.23.1 The contractor shall adhere to the requirements of DD Form 254 if a task order indicates working with classified information.

C.3.23.2 In performance of this contract, the Contractor may be authorized on-line access to certain Government systems. Prior to receiving access, however, the Contractor must ensure that the personnel assigned to these tasks have been cleared to have such access through a Government security investigation. The investigation must be completed prior to the assignment of individual(s) to the sensitive duty associated with these positions. The Contractor shall complete and forward their employee investigative information (SF 85P, Questionnaire for Positions of Public Trust, and two DD Forms 258 (Fingerprint Cards)) to: Defense Industrial Security Clearance Office (DISCO), Columbus, OH 43216-5006. Foreign nationals will not be granted authorization. Contractor access to the on-line systems will be revoked if actions of the personnel assigned to these tasks are found to be clearly in conflict with the interests of the Government.

C.3.23.3 To preserve National Security interests, the contractor shall ensure that all aspects of the contract and work performed under specific task orders are evaluated for conformance with security procedures and standards. The contractor shall evaluate all products for security implications and prepare appropriate security documents and plans.

C.3.23.4 The contractor shall support the Government in the management of special security activities for designated systems throughout their developmental life cycles.

C.3.23.5 The contractor shall have available to him, or have the ability to obtain, the resources and personnel capable of reviewing, analyzing and processing classified information up to the TOP SECRET level.

C.3.24 VALUE ENGINEERING (VE)/Operating and Support Cost Reduction (OSCR):

C.3.24.1 Provide support to PM VE/OSCR programs as directed by specific task order . Tasks may include design, prototype, test, trial

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fit, low rate production and identification of candidates for VE or OSCR utilizing logistics feedback.

C.3.25 ADMINISTRATIVE SUPPORT.

C.3.25.1 The Contractor shall provide administrative support. Tasks may include: preparation of briefing charts, coordination and planning for Government activities, including meeting, trips, etc., developing and implementing database programs to track and report on activities/projects, or any other administrative efforts required by the Government to support ongoing program activities. These tasks require a working knowledge of software programs, such as MS Office, Lotus Smartsuite, and Windows, or equivalent/successor programs.

C.3.25.2 The Contractor shall provide consultation with the program staff on the automated tools required to prepare standard briefings and expansion of standard briefing capabilities. The Contractor shall track suspense actions using an automated tracking database, and shall update and maintain the program office web page and web pages for individual acquisitions of that office.

C.3.25.3 The On-site Support for Contractor Personnel - For certain tasks, as set forth in individual task orders , contractor personnel will be required to be located on Government premises. In those situations, the Government will be responsible for providing office space, computers and IT access, telephone, and supplies necessary for the Contractor to perform the requirements of the task. Computer resources remain the property of the Government and under the responsibility of the Government hand receipt holder. The contractor shall charge the Government "on-site" overhead rates, as set forth in its proposal, for such on-site personnel.

C.3.26 TRAINING

C.3.26.1 The contractor will coordinate training classes for the government in various areas related to the PEO programs under this contract.

C. 3.27 ENGINEERING AND DESIGN ANALYSIS

C. 3.27.1 The contractor will provide engineering analysis; design and testing support as required in support of PEO assigned systems (to include tear down and inspection and recommend fixes). This will include but not be limited to failure analysis, engineering design review for life cycle cost reductions, and product change analysis of components and end items. The contractor will be able to provide component and vehicle testing, design analysis, design layout and simulation, prototype build and delivery of recommended design changes to the government. Expertise must include that which encompasses the entire technical range as represented by the products managed by the PEO. This will be especially important with regard to engineering analysis of legacy systems managed by the PEO.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Packaging

D.1.1 All data/hardware items deliverable under this contract shall be packaged and packed in accordance with best commercial practices to insure arrival at destination without damage or loss.

D.2 Marking

D.2.1 All technical data deliverable under this contract shall be identified in the following manner: a) by the prime contract number and task order: b) the name and address of the prime contractor, and where applicable, by the name and address of the subcontractor who submitted the data.

D.2.2 All materials or their containers delivered under this contract shall be marked or tagged in the following manner: a) by the prime contract number and task order: b) the name and address of the prime contractor, and c) identification of the material or items.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [x] ISO 9001:2000

[] ISO 9002

[] QS 9000

[] ANSI/ASQ Q9001

[] ANSI/ASQ Q9002

[] Other, specifically electronically submitted on CD-Rom entitled "Quality Assurance Plan."

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-5 Section E INSPECTION OF SERVICES - FIXED PRICE FAR 52.246-4 AUG 1996

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-5	52.242-15	STOP-WORK ORDER (ALTERNATE I dated APR 1984)	AUG/1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F-6	52.227-4002	DATA (SOFTWARE)	APR/1985
	(TACOM)		

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: (See DD Form 1423, Block 14)
Warren, MI 48397-5000

F-7

A. The Period of Performance, Deliverables and Milestones shall be specified in each Task Order.

B. All Task Orders must be issued by the authorized Government Contracting Officer. No work shall be performed by the Contractor prior

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to issuance of the Task Order.

C. Delivery of Supplies, Services, Written Documents, etc. (Including required formats and Delivery locations) shall be in accordance with the Task Order Requirements. All correspondence and reports related to each Task Order shall be delivered to the cognizant Contracting Officer who issued the Task Order and/or the designated Contracting Officer Representative (COR) as specified in the Task Order.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Commander
U.S. Army Tank-automotive and Armaments Command
Attn: To be determined by each individual task order
Warren, MI 48397-5000

(b) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-D-S008 MOD/AMD</p>	<p style="text-align: center;">Page 22 of 37</p>
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Name of Offeror or Contractor: RADIAN INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-8	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-9	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-11	252.246-7001	WARRANTY OF DATA	DEC/1991
H-12	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of the contract through five years after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-13	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,200.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$7,500,000.00.

(2) Any order for a combination of items in excess of \$7,500,000.00..

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-14	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
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(a) All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-_____ are complete, accurate, and comply with all requirements of the contract.

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Name of Offeror or Contractor: RADIAN INC.		

Date	Name and Title of Authorized Official
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This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.
(End of clause)

H-15	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC COMMERCE	MAY/2000
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-16	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
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The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written

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determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H.1.1.1. Data

You shall deliver data when spelled out in the TASK Order. The data shall be delivered in the English language for hard copy products and shall be delivered in digital format via diskette or electronic mail in MS Office or compatible format unless specified in task order. System access and security guidance shall be provided in the task order.

H.1.1.2 Unauthorized Work/Funding/Changes

The contractor is not authorized to commence task performance prior to issuance of a Task Order by the contracting Officer to begin work. Unfunded tasks and/or changes to the scope of work of the task orders are NOT allowed unless authorized by the PCO.

H.1.1.3 Type of Task Order/Length of Contract

The contract will be a five year indefinite/delivery indefinite quantity (IDIQ) contract with Firm Fixed Priced, Level of Effort (Term) or Completion Orders, and Cost Plus Fixed Fee, Reimbursement Level of Effort (Term) or Completion Orders.

H.1.1.4 Ordering for Multiple Awards.

a) Each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. The contracting officer, in making decisions in the award of any individual order, shall consider 1) cost/price, 2) each contractor's record of past performance on earlier orders under the multiple award contract, and 3) such other factors as the contracting officer believes should be taken into account in the best interest of the Government. The contracting officer need not comply with the competition requirements of FAR Part 6, nor must he use a formal evaluation plan or scoring of quotes and offers. The contracting officer may use oral presentations and streamlined procedures when selecting an order awardee. The contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. TACOM anticipates that it will request proposals before issuing each order, but it may within its own discretion, not request proposals for any order.

b) Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under this contact if the contracting officer determines that--

- 1) the agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
- 2) only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- 3) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
- 4) it is necessary to place an order to satisfy the minimum guarantee of \$50,000.00.

c) Task orders are not subject to protest under FAR Subpart 33.1 unless the order increases the scope, period, or maximum value of the contract. However, concerns with the award of orders can be brought to the attention of the TACOM Ombusperson, Ms. La Ruth Shepard (TACOM-Warren, Michigan) AMSTA-CS-CO, (586)574-6597.

H.1.1.5 Options

The Government reserves the right to include Option Provisions within Task Orders.

*** END OF NARRATIVE H 001 ***

H.2 CONFLICT OF INTEREST (IAW FAR SUBPART 9.5)

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Name of Offeror or Contractor: RADIAN INC.

a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5., Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

b. The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c. The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

d. The Contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by,, the Contracting Officer.

e. In the event that a Task Order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- (1) Notify the Contracting Officer of a potential conflict, and;
- (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
- (3) Present for approval a conflict of interest mitigation plan that will:
 - a. Describe in detail the Task Order requirement that creates the potential conflict of interest; and
 - b. Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

(4) The Contractor shall not commence work on a Task Order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

(5) If the Contracting Officer determines that it is in the best interest of the Government to issue a Task Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FART 9.503.

H.3 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA

The Contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other public or private entities. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs a through d below:

a. Indoctrination of Personnel. The Contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the Task Monitor for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

**DEPARTMENT OF THE ARMY
NONDISCLOSURE AGREEMENT FOR CONTRACT/TASK ORDER EMPLOYEES**

I, _____, as an employee of _____, a Contractor acting under contract to TACOM in administering an unclassified and/or classified system support for cognizant Major Commands, pursuant to contract _____, agree not to disclose to any individual business entity or anyone within _____, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b).

Name of Offeror or Contractor: RADIANT INC.

Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the to information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(Signature of Contractor Employee)

Date _____

(Contractor)

(Employee Telephone No.)

(System)

b. Signed Agreements.

(1) The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated Contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the Contracting Officer (KO). These shall be signed prior to work commencing.

(2) In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of Task Orders issued under this contract. The Contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between the Contractor and associate contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer.

c. Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the KO.

A list of designated contractors will be identified in the task orders as required.

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed before work commences.

d. Remedy for Breach. The Contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

H.4 NON-PERSONAL SERVICES

a. No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the

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Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

b. As stated in FAR Subpart 7.5, the Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

c. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.5 The following Solicitation/Contract Clauses apply as indicated below:

Firm Fixed Price Orders Only

E-1	I-52
E-3	I-53
E-5	I-55
F-1	I-73
F-2	
I-45	I-78
I-46	I-80
I-47	I-114
I-48	

Cost Type Task Orders Only

E-2	I-57	I-70
F-5	I-64	I-74
H-16	I-65	I-79
I-21	I-66	I-81
I-22	I-68	I-110
I-44		I-111

Small Business Set-Aside Only

I-23	I-26
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Please Note: I-57, 52.232-20, Limitation of Cost, applies to each individual task order, NOT the contract as a whole.

All other solicitation/contract clauses EXCEPT as indicated above apply to all task orders.

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-26	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-27	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-34	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-38	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-39	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-41	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-42	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-44	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-45	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-46	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-47	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-48	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-49	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-50	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K.	APR/1998
I-51	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-52	52.232-1	PAYMENTS	APR/1984
I-53	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-54	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-55	52.232-11	EXTRAS	APR/1984
I-56	52.232-17	INTEREST	JUN/1996
I-57	52.232-20	LIMITATION OF COST	APR/1984
I-58	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-59	52.232-25	PROMPT PAYMENT	FEB/2002
I-60	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-61	52.233-1	DISPUTES	JUL/2002
I-62	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-63	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-64	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-65	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-66	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-67	52.242-13	BANKRUPTCY	JUL/1995
I-68	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dtaed April 1984)	AUG/1987
I-69	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-70	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-71	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-72	52.245-1	PROPERTY RECORDS	APR/1984
I-73	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	DEC/1989
I-74	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-75	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-76	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-77	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-78	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-79	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-80	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-81	52.249-14	EXCUSABLE DELAYS	APR/1984
I-82	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-83	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-84	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-85	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-86	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-87	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-88	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-89	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-90	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-91	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-92	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-93	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-94	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-95	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-96	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-97	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-98	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-99	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-100	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-101	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-102	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-103	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-104	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-105	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-106	252.242-7000	POSTAWARD CONFERENCE	DEC/1991

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-107	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-108	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-109	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

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(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: email.

[End of Clause]

I-110 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -AMOUNT TO BE NEGOTIATED- of the hourly rate or the overtime premium is paid for work beyond 40 hours per week.

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-111 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of -1-, or from which the Contractor or any subcontractor under this contract is exempt under the laws of -2-, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

I-112 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding

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or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-113 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-114 52.243-1 CHANGES--FIXED-PRICE (ALTERNATE II (APR 1984)) AUG/1987

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).

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(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

I-115 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

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I-116 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.
(End of clause)

I-117 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are-
- (A) Noncommercial items; or
- (B) Commercial items that-
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;

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(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM

CONTRACT

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DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-118	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

- (1) In all subcontracts hereunder, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-119	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION A - SUPPLEMENTAL INFORMATION

ADDED	AS7311	52.204-4016 (TACOM)	01-MAR-2001	TACOM-WARREN ELECTRONIC CONTRACTING
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SECTION E - INSPECTION AND ACCEPTANCE

ADDED	EF0195	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED-PRICE
ADDED	EF0201	52.246-5	01-APR-1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT
ADDED	EF0181	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
CHANGED	ES7443	52.246-4025 (TACOM)	01-OCT-1997	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ☒ [x] ISO 9001:2000
- ☐ [] ISO 9002
- ☐ [] QS 9000
- ☐ [] ANSI/ASQ Q9001
- ☐ [] ANSI/ASQ Q9002
- ☐ [] Other, specifically electronically submitted on CD-Rom entitled "Quality Assurance Plan." _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0023	52.242-15	01-AUG-1989	STOP-WORK ORDER
ADDED	FF0001	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0010	52.247-34	01-NOV-1991	F.O.B. DESTINATION
ADDED	FF0030	52.247-48	01-FEB-1999	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)
ADDED	FF7133	52.242-15	01-AUG-1989	STOP-WORK ORDER (ALTERNATE I dated APR 1984)
ADDED	FS7515	52.227-4002 (TACOM)	01-APR-1985	DATA (SOFTWARE)

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SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED GS6651 52.242-4016 01-MAY-2000 COMMUNICATIONS
(TACOM)

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Commander
U.S. Army Tank-automotive and Armaments Command
Attn: To be determined by each individual task order
Warren, MI 48397-5000

(b) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

ADDED GA7811 252.201-7000 01-DEC-1991 CONTRACTING OFFICER'S REPRESENTATIVE

ADDED GS7411 52.232-4005 01-JAN-1988 INVOICE INFORMATION REQUIREMENT
(TACOM)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED HA0802 252.203-7002 01-DEC-1991 DISPLAY OF DOD HOTLINE POSTER

ADDED HA0803 252.204-7000 01-DEC-1991 DISCLOSURE OF INFORMATION

ADDED HA0870 252.204-7002 01-DEC-1991 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED

ADDED HA0804 252.205-7000 01-DEC-1991 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS

ADDED HA0244 252.223-7006 01-APR-1993 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS

ADDED HA0818 252.225-7009 01-AUG-2000 DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)

ADDED HA0392 252.227-7037 01-SEP-1999 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

ADDED HA0873 252.231-7000 01-DEC-1991 SUPPLEMENTAL COST PRINCIPLES

ADDED HA0809 252.242-7004 01-DEC-2000 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM

ADDED HA0871 252.246-7000 01-DEC-1991 MATERIAL INSPECTION AND RECEIVING REPORT

ADDED HA0805 252.246-7001 01-DEC-1991 WARRANTY OF DATA

CHANGED HF6050 52.216-18 01-OCT-1995 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of the contract through five years after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

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CHANGED HF6051 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,200.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$7,500,000.00.

(2) Any order for a combination of items in excess of \$7,500,000.00..

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

ADDED HA7390 252.227-7036 01-JAN-1997 DECLARATION OF TECHNICAL DATA CONFORMITY

ADDED HS7101 52.204-4005 01-MAY-2000 REQUIRED USE OF ELECTRONIC COMMERCE
(TACOM)ADDED HS7130 52.216-4008 01-JUN-1989 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS
(TACOM)

SECTION I - CONTRACT CLAUSES

ADDED IF0001 52.202-1 01-DEC-2001 DEFINITIONS

ADDED IF0004 52.203-3 01-APR-1984 GRATUITIES

ADDED IF0005 52.203-5 01-APR-1984 COVENANT AGAINST CONTINGENT FEES

ADDED IF0165 52.203-6 01-JUL-1995 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

ADDED IF0008 52.203-7 01-JUL-1995 ANTI-KICKBACK PROCEDURES

ADDED IF0314 52.203-8 01-JAN-1997 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR
IMPROPER ACTIVITY

ADDED IF0723 52.203-10 01-JAN-1997 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

ADDED IF0023 52.203-12 01-JUN-1997 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

ADDED IF0006 52.204-2 01-AUG-1996 SECURITY REQUIREMENTS

ADDED IF0772 52.204-4 01-AUG-2000 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER

ADDED IF0964 52.209-6 01-JUL-1995 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

ADDED IF0015 52.211-5 01-AUG-2000 MATERIAL REQUIREMENTS

ADDED IF0022 52.215-2 01-JUN-1999 AUDIT AND RECORDS - NEGOTIATIONS

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ADDED	IF0276	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF0028	52.215-11	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
ADDED	IF0030	52.215-13	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
ADDED	IF0831	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
ADDED	IF0031	52.215-15	01-DEC-1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
ADDED	IF0086	52.215-18	01-OCT-1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
ADDED	IF0451	52.215-19	01-OCT-1997	NOTIFICATION OF OWNERSHIP CHANGES
ADDED	IF0035	52.216-7	01-FEB-2002	ALLOWABLE COST AND PAYMENT
ADDED	IF0036	52.216-8	01-MAR-1997	FIXED FEE
ADDED	IF0280	52.219-6	01-JUL-1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
ADDED	IF0069	52.219-8	01-OCT-2000	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF0070	52.219-9	01-JAN-2002	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED	IF0744	52.219-14	01-DEC-1996	LIMITATIONS ON SUBCONTRACTING
ADDED	IF0777	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
ADDED	IF0076	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
ADDED	IF0079	52.222-4	01-SEP-2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
ADDED	IF0445	52.222-19	01-SEP-2002	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
ADDED	IF0081	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0360	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
ADDED	IF0082	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
ADDED	IF0085	52.222-35	01-DEC-2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
ADDED	IF0087	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
ADDED	IF0088	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
ADDED	IF0519	52.223-5	01-APR-1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
ADDED	IF0295	52.223-6	01-MAY-2001	DRUG FREE WORKPLACE
ADDED	IF0512	52.223-14	01-OCT-2000	TOXIC CHEMICAL RELEASE REPORTING
ADDED	IF0098	52.225-13	01-JUL-2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
ADDED	IF0062	52.226-1	01-JUN-2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
ADDED	IF0333	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0334	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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ADDED	IF0106	52.228-7	01-MAR-1996	INSURANCE--LIABILITY TO THIRD PERSONS
ADDED	IF0109	52.229-3	01-JAN-1991	FEDERAL, STATE, AND LOCAL TAXES
ADDED	IF0110	52.229-4	01-JAN-1991	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)
ADDED	IF0111	52.229-5	01-APR-1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
ADDED	IF0211	52.229-6	01-JAN-1991	TAXES--FOREIGN FIXED-PRICE CONTRACTS
ADDED	IF0113	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
ADDED	IF0115	52.230-3	01-APR-1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K.
ADDED	IF0114	52.230-6	01-NOV-1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
ADDED	IF0118	52.232-1	01-APR-1984	PAYMENTS
ADDED	IF0123	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
ADDED	IF0124	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS
ADDED	IF0127	52.232-11	01-APR-1984	EXTRAS
ADDED	IF0128	52.232-17	01-JUN-1996	INTEREST
ADDED	IF0129	52.232-20	01-APR-1984	LIMITATION OF COST
ADDED	IF0133	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
ADDED	IF0362	52.232-25	01-FEB-2002	PROMPT PAYMENT
ADDED	IF0703	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0136	52.233-1	01-JUL-2002	DISPUTES
ADDED	IF0350	52.233-3	01-AUG-1996	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)
ADDED	IF0303	52.237-3	01-JAN-1991	CONTINUITY OF SERVICES
ADDED	IF0140	52.242-1	01-APR-1984	NOTICE OF INTENT TO DISALLOW COSTS
ADDED	IF0732	52.242-3	01-MAY-2001	PENALTIES FOR UNALLOWABLE COSTS
ADDED	IF0733	52.242-4	01-JAN-1997	CERTIFICATION OF INDIRECT COSTS
ADDED	IF0142	52.242-13	01-JUL-1995	BANKRUPTCY
ADDED	IF0155	52.243-2	01-AUG-1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dtaed April 1984)
ADDED	IF0161	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
ADDED	IF0163	52.244-2	01-AUG-1998	SUBCONTRACTS (ALT I--AUG 1998)
ADDED	IF0166	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
ADDED	IF0167	52.245-1	01-APR-1984	PROPERTY RECORDS
ADDED	IF0171	52.245-2	01-DEC-1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)
ADDED	IF0174	52.245-5	01-JAN-1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July

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ADDED	IF0226	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
ADDED	IF0228	52.246-25	01-FEB-1997	LIMITATION OF LIABILITY--SERVICES
ADDED	IF0230	52.247-63	01-JAN-1997	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
ADDED	IF0241	52.249-2	01-SEP-1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
ADDED	IF0246	52.249-6	01-SEP-1996	TERMINATION (COST-REIMBURSEMENT)
ADDED	IF0250	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF0257	52.249-14	01-APR-1984	EXCUSABLE DELAYS
ADDED	IF0651	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
ADDED	IA0280	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
ADDED	IA0821	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA0013	252.204-7005	01-NOV-2001	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
ADDED	IA0893	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
ADDED	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED	IA0897	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
ADDED	IA0872	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
ADDED	IA0931	252.222-7002	01-JUN-1997	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)
ADDED	IA0936	252.223-7004	01-SEP-1988	DRUG-FREE WORK FORCE
ADDED	IA0828	252.225-7012	01-APR-2002	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA0885	252.225-7014	01-MAR-1998	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)
ADDED	IA0852	252.225-7025	01-JUN-1997	RESTRICTION ON ACQUISITION OF FORGINGS
ADDED	IA0812	252.225-7026	01-JUN-2000	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	IA0654	252.225-7031	01-JUN-1992	SECONDARY ARAB BOYCOTT OF ISRAEL
ADDED	IA0932	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
ADDED	IA0933	252.225-7042	01-JUN-1997	AUTHORIZATION TO PERFORM
ADDED	IA0350	252.227-7013	01-NOV-1995	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS
ADDED	IA0619	252.227-7014	01-JUN-1995	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
ADDED	IA0624	252.227-7016	01-JUN-1995	RIGHTS IN BID OR PROPOSAL INFORMATION
ADDED	IA0625	252.227-7017	01-JUN-1995	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS

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ADDED	IA0634	252.227-7025	01-JUN-1995	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
ADDED	IA0379	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
ADDED	IA0938	252.233-7001	01-JUN-1997	CHOICES OF LAW (OVERSEAS)
ADDED	IA0860	252.242-7000	01-DEC-1991	POSTAWARD CONFERENCE
ADDED	IA0408	252.244-7000	01-MAR-2000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
ADDED	IA0411	252.245-7001	01-MAY-1994	REPORTS OF GOVERNMENT PROPERTY
CHANGED	IF6215	52.215-21	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records

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to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: email.

[End of Clause]

CHANGED IF6077 52.222-2 01-JUL-1990 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -AMOUNT TO BE NEGOTIATED- of the hourly rate or the overtime premium is paid for work beyond 40 hours per week.

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

ADDED/FIL IF6213 52.229-8 01-MAR-1990 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS

ADDED IF7990 52.219-4 01-JAN-1999 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS

ADDED IF7405 52.223-11 01-MAY-2001 OZONE-DEPLETING SUBSTANCES

ADDED IF7149 52.243-1 01-AUG-1987 CHANGES--FIXED-PRICE (ALTERNATE II (APR 1984))

ADDED IF7238 52.244-6 01-MAY-2002 SUBCONTRACTS FOR COMMERCIAL ITEMS

ADDED IA7809 252.225-7015 01-DEC-1991 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS

ADDED IA7807 252.247-7023 01-MAY-2002 TRANSPORTATION OF SUPPLIES BY SEA

ADDED IA7808 252.247-7024 01-MAR-2000 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

ADDED IS7002 52.204-4009 01-JUN-1999 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (TACOM)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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MOD/AMD

ADDED	KF0238	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
ADDED	KA0221	252.209-7001	01-MAR-1998	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED	KA0298	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
CHANGED	KF6230	52.219-1	01-APR-2002	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$23M .

(b) Representations.

(1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

[End of Provision]

ADDED	KF7223	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	KF7070	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
ADDED	KF7730	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
ADDED	KF7733	52.204-6	01-JUN-1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
ADDED	KF7400	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
ADDED	KF7009	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
ADDED	KF7008	52.215-4010 (TACOM)	01-JAN-1998	AUTHORIZED NEGOTIATORS
ADDED	KF7016	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
ADDED	KF7017	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
ADDED	KF7511	52.223-13	01-OCT-2000	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
ADDED	KF7025	52.230-1	01-JUN-2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
ADDED	KA7806	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
ADDED	KS7413	52.204-4007	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE

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(TACOM)

ADDED KS7035 52.215-4005 01-OCT-1985 MINIMUM ACCEPTANCE PERIOD
(TACOM)

ADDED KS7151 52.223-4002 01-DEC-1993 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
(TACOM)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED LF0009 52.214-34 01-APR-1991 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE

ADDED LF0019 52.215-1 01-MAY-2001 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II)
(OCT 1997)

ADDED LF0040 52.222-24 01-FEB-1999 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

ADDED LA0842 252.204-7001 01-AUG-1999 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

CHANGED LF6001 52.216-1 01-APR-1984 TYPE OF CONTRACT
The Government contemplates award of a IDIQ contract resulting from this solicitation.
(End of provision)

ADDED LF7014 52.214-35 01-APR-1991 SUBMISSION OF OFFERS IN U.S. CURRENCY

ADDED LF7300 52.233-2 01-AUG-1996 SERVICE OF PROTEST

ADDED LS7001 52.215-4003 01-DEC-2002 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES
(TACOM) (NON-US POSTAL SERVICE MAIL)

ADDED LS7011 52.219-4003 01-JUN-1997 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
(TACOM)

ADDED LS7385 52.219-4005 01-FEB-1999 SUBMISSION OF SUBCONTRACTING PLAN
(TACOM)

ADDED LS7040 52.233-4000 01-AUG-1999 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
(TACOM)

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INDIVIDUAL CONTRACTING ACTION REPORT

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- B13 Kind of Action
- B13A Contract or Order 3 (1) Letter Contract; (3) Definitive Contract; (4) Order under an Agreement; (5) Order under Indefinite-Delivery Contract; (6) Order under Federal Schedule; (7) BPA Order under Federal Schedule; (8) Order from Procurement List; or (9) Award under FAR Part 13
- B13B Type of Indefinite-Delivery Contract A (A) Requirements Contract (FAR 52.216-21); (B) Indefinite-Quantity Contract (FAR 52.216-22); or (C) Definite-Quantity Contract (FAR 52.216-20)
- B13C Multiple or Single Award Indefinite-Delivery Contract M (M) Multiple Award; or (S) Single Award
- B13D Modification (A) Additional Work (new agreement); (B) Additional Work (other); (C) Funding Action; (D) Change Order; (E) Termination for Default; (F) Termination for Convenience; (G) Cancellation; (H) Exercise of an Option; or (J) Definitization
- B13E Multiple Award Contract Fair Opportunity E (A) Fair Opportunity Process; (B) Urgency; (C) One/Unique Source; (D) Follow-On Contract; or (E) Minimum Guarantee
- B13F Indefinite-Delivery Contract Use C (A) Government-Wide; (B) DoD-Wide; (C) DoD Department or Agency Only; or (D) Contracting Office Only
- B13G Indefinite-Delivery Contract Ordering Period Ending Date (yyyymmdd) 20071220
- B14 CICA Applicability B (A) Pre-CICA; (B) CICA Applicable; (C) Simplified Acquisition Procedures Other than FAR Subpart 13.5; or (D) Simplified Acquisition Procedures Pursuant to FAR Subpart 13.5
- B15 Information Technology Products or Services (A) Commercially Available Off-the-Shelf Item; (B) Other Commercial Item of Supply; (C) Nondevelopmental Item Other than Commercial Item; (D) Other Noncommercial Item of Supply; (E) Commercial Service; or (F) Noncommercial Service.
- B16 Clinger-Cohen Act Planning Compliance (Y) Yes; or (N) No
- Do not complete Part C if Line B5B is coded Y.
- C1 Synopsis B (A) Synopsis Only; (B) Combined Synopsis/Solicitation; or (N) Not Synopsized
- C2 Reason Not Synopsized (A) Urgency; (B) FAR 5.202(a)(13); (C) SBA/OFPP Pilot Program; or (Z) Other Reason
- C3 Extent Competed A (A) Competed Action; (B) Not Available for Competition; (C) Follow-On to Competed Action; or (D) Not Competed
- C4 Sea Transportation N (Y) Yes - Positive Response to DFARS 252.247-7022 or 252.212-7000(c)(2); (N) No - Negative Response to DFARS 252.247-7022 or 252.212-7000(c)(2); or (U) Unknown - No Response or Provision Not Included in Solicitation
- C5 Type of Contract V (A) Fixed-Price Redetermination; (J) Firm-Fixed-Price; (K) Fixed-Price Economic Price Adjustment; (L) Fixed-Price Incentive; (M) Fixed-Price-Award-Fee; (R) Cost-Plus-Award-Fee; (S) Cost Contract; (T) Cost-Sharing; (U) Cost-Plus-Fixed-Fee; (V) Cost-Plus-Incentive-Fee; (Y) Time-and-Materials; or (Z) Labor-Hour
- C6 Number of Offerors Solicited 2 (1) One; or (2) More than One
- C7 Number of Offers Received 002
- C8 Solicitation Procedures B (A) Full and Open Competition – Sealed Bid; (B) Full and Open Competition – Competitive Proposal; (C) Full and Open Competition – Combination; (D) Architect-Engineer; (E) Basic Research; (F) Multiple Award Schedule; (G) Alternative Sources; (K) Set-Aside; or (N) Other than Full and Open Competition
- C9 Authority for Other Than Full and Open Competition (1A) Unique Source; (1B) Follow-On Contract; (1C) Unsolicited Research Proposal; (1D) Patent or Data Rights; (1E) Utilities; (1F) Standardization; (1G) Only One Source – Other; (2A) Urgency; (3A) Particular Sources; (4A) International Agreement; (5A) Authorized by Statute; (5B) Authorized Resale; (6A) National Security; or (7A) Public Interest

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- C10 Subject to Labor Standards Statutes z (A) Walsh-Healey Act; (C) Service Contract Act; (D) Davis-Bacon Act; or (Z) Not Applicable
- C11 Cost or Pricing Data x (Y) Yes – Obtained; (N) No – Not Obtained; or (W) Not Obtained - Waived
- C12 Contract Financing z (A) FAR 52.232-16; (C) Percentage of Completion Progress Payments; (D) Unusual Progress Payments or Advance Payments; (E) Commercial Financing; (F) Performance-Based Financing; or (Z) Not Applicable
- C13 Foreign Trade Data
- C13A Place of Manufacture _____ (A) U.S.; or (B) Foreign
- C13B Country of Origin Code _____
- C14 Commercial Item n (Y) Yes – FAR 52.212-4 Included; or (N) No – FAR 52.212-4 Not Included
- Do not complete Part D if Line B5B is coded Y or if Line B13A is coded 6.
- D1 Type of Contractor
- D1A Type of Entity c (A) Small Disadvantaged Business (SDB) Performing in U.S.; (B) Other Small Business (SB) Performing in U.S.; (C) Large Business Performing in U.S.; (D) JWOD Participating Nonprofit Agency; (F) Hospital; (L) Foreign Concern or Entity; (M) Domestic Firm Performing Outside U.S.; (T) Historically Black College or University (HBCU); (U) Minority Institution (MI); (V) Other Educational or (Z) Other Nonprofit
- D1B Women-Owned Business n (Y) Yes; (N) No; or (U) Uncertified
- D1C HUBZone Representation _____ (Y) Yes; or (N) No
- D1D Ethnic Group _____ (A) Asian-Indian American; (B) Asian-Pacific American; (C) Black American; (D) Hispanic American; (E) Native American; (F) Other SDB Certified or Determined by SBA; or (Z) No Representation
- D1E Veteran-Owned Small Business _____ (A) Service-Disabled Veteran; or (B) Other Veteran
- D2 Reason Not Awarded to SDB z (A) No Known SDB Source; (B) SDB Not Solicited; (C) SDB Solicited and No Offer Received; (D) SDB Solicited and Offer Was Not Low; or (Z) Other Reason
- D3 Reason Not Awarded to SB z (A) No Known SB Source; (B) SB Not Solicited; (C) SB Solicited and No Offer Received; (D) SB Solicited and Offer Was Not Low; or (Z) Other Reason
- D4 Set-Aside or Preference Program
- D4A Type of Set-Aside a (A) None; (B) Total SB Set-Aside; (C) Partial SB Set-Aside; (D) Section 8(a) Set-Aside or Sole Source; (E) Total SDB Set-Aside; (F) HBCU or MI – Total Set-Aside; (G) HBCU or MI – Partial Set-Aside; (H) Very Small Business Set-Aside; (J) Emerging Small Business Set-Aside; (K) HUBZone Set-Aside or Sole Source; (L) Combination HUBZone and 8(a)
- D4B Type of Preference a (A) None; (B) SDB Price Evaluation Adjustment – Unrestricted; (C) SDB Preferential Consideration - Partial SB Set-Aside; (D) HUBZone Price Evaluation Preference; or (E) Combination HUBZone Price Evaluation Preference and SDB Price Evaluation Adjustment
- D4C Premium Percent _____
- D5-D6 Reserved
- D7 Small Business Innovation Research (SBIR) Program a (A) Not a SBIR Program Phase I, II, or III; (B) SBIR Program Phase I Action; (C) SBIR Program Phase II Action; or (D) SBIR Program Phase III Action
- D8 Subcontracting Plan - SB, SDB, HBCU, or MI b (A) Plan Not Included – No Subcontracting Possibilities; (B) Plan Not Required; (C) Plan Required – Incentive Not Included; or (D) Plan Required – Incentive Included
- D9 Small Business Competitiveness Demonstration Program n (Y) Yes; or (N) No

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D10 Size of Small Business _____

Employees	(A) 50 or fewer	Annual Gross Revenues
	(B) 51 - 100	(M) \$1 million or less
	(C) 101 - 250	(N) Over \$1 million - \$2 million
	(D) 251 - 500	(P) Over \$2 million - \$3.5 million
	(E) 501 - 750	(R) Over \$3.5 million - \$5 million
	(F) 751 - 1000	(S) Over \$5 million - \$10 million
	(G) Over 1000	(T) Over \$10 million - \$17 million
		(U) Over \$17 million.

D11 Emerging Small Business _____ (Y) Yes; or (N) No

E1 Contingency, Humanitarian, or Peacekeeping Operation _____ (Y) Yes; or Leave Blank

E2 Cost Accounting Standards Clause _____ (Y) Yes; or Leave Blank

E3 Requesting Agency Code (FIPS 95-2) _____

E4 Requesting Activity Code _____

E5 Number of Actions 1

E6 Payment by GPC _____

F1 Name of Contracting Officer or Representative ALFRED C. SALETTA

F2 Signature _____

F3 Telephone Number (586) 574-7299

F4 Date (yyyymmdd) _____